

## **SECOND ADDENDUM TO LEASE AGREEMENT**

This Second Addendum to Lease Agreement ( "Second Addendum" ) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **THE CITY OF LEESBURG, FLORIDA** ( "Owner" ) and **VERIZON WIRELESS PERSONAL COMMUNICATIONS LP**, a Delaware limited partnership, d/b/a Verizon Wireless ( "Lessee" ).

**WHEREAS**, The City of Leesburg, Florida and Primeco Personal Communications Limited Partnership, predecessor in interest to Lessee, entered into that certain Lease Agreement dated July 26, 1999 and that certain Addendum to Lease Agreement dated July 26, 1999 (collectively, the "Lease" ); and

**WHEREAS**, Owner and Lessee acknowledge that the term of the Lease expires on July 12, 2014; and

**WHEREAS**, Owner and Lessee desire to amend the Lease;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to be legally bound to this Second Addendum as follows:

1. Section 5(B) of the Lease is hereby amended to reflect that, beginning on July 13, 2014, Lessee shall have the right to extend this Lease for Four (4) additional terms of Five (5) years each (each, an "Additional Renewal Term"). The annual rent for the Additional Renewal Terms shall be escalated in accordance with the terms of Section 6 of the Lease and treated as if the Additional Renewal Terms were always a part of Section 5(B). Unless Lessee notifies Owner of its intention not to renew any Additional Renewal Term at least sixty (60) days prior to the expiration of the then current term, each Additional Renewal Term shall automatically be exercised without notice or any other action of any kind by Lessee.
2. Section 23 of the Lease is hereby amended to reflect that notices to Lessee shall be sent to the address set forth below, or to such other address as Lessee may provide in writing to Owner.

If to Lessee:

Verizon Wireless Personal Communications LP,  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, NJ 07921  
Attention: Network Real Estate Department

3. The Lease is hereby amended to include the following:

RIGHT OF FIRST REFUSAL. If Owner elects (i) to sell or otherwise transfer the site on which Lessee has located its communications facilities themselves (but excluding any easements for ingress, egress or utility services to that site), or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the tower and or that portion of Owner's Property solely occupied by Lessee's communications facilities (but excluding any easements for ingress, egress or utility services to that site) for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of the Lease to such third party, Lessee shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If Lessee fails to meet such bona fide offer within fifteen (15) calendar days after written notice thereof from Owner, Owner may sell or grant the easement or interest to such third person in accordance with the terms and conditions of such third party offer.

4. Sections 10(A) and 10(B) of the Lease are hereby deleted in their entirety and replaced with the following:

To the extent permitted by law, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents, provided however that the obligation of Owner to indemnify Lessee shall be limited to the extent of the statutory waiver of sovereign immunity set forth in Section 768.28, Fla. Stat. (2011).

5. All remaining provisions of the Lease shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the parties hereto.
6. The Lease and Second Addendum contain all agreements, promises or understandings between Owner and Lessee and no verbal or oral agreements, promises or understandings shall be binding upon either Owner or Lessee in any dispute, controversy, or proceeding at law, and any addition, variation or modification to the Lease and Second Addendum shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the Lease and Second Addendum is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Lease and Second Addendum.

LESSEE SITE NAME: Leesburg Sprayfield  
LESSEE Contract No.: 32767  
LESSEE Location Code: 130561

IN WITNESS WHEREOF, the parties have set forth their hand as of the date indicated below.

OWNER: THE CITY OF LEESBURG,  
FLORIDA

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_

Name: \_\_\_\_\_

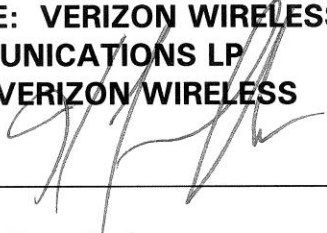
Title: \_\_\_\_\_

Date: \_\_\_\_\_

LESSEE: VERIZON WIRELESS PERSONAL  
COMMUNICATIONS LP  
D/B/A VERIZON WIRELESS

  
WITNESS

  
WITNESS

  
By: \_\_\_\_\_

Name: Hans F. Leutenegger

Title: Area Vice President, Network

Date: 3/1/2013